

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

Allsop, Inc.,

Plaintiff,

v.

Ambient Lighting, Inc.,

Defendant.

Civil Action No.

COMPLAINT FOR PATENT
INFRINGEMENT

JURY DEMANDED

Plaintiff, Allsop, Inc., (hereinafter "Allsop"), for its complaint against Defendant Ambient Lighting, Inc. doing business as "Lights.com" (hereinafter "Ambient"), alleges as follows.

THE PARTIES

1. Plaintiff Allsop, Inc. is a corporation of the State of Washington, having a business address of 909 Squaticum Way, #111, Bellingham, Washington 98225.

2. On information and belief, Ambient is a Delaware corporation, having a business address at 1202 Avenue J, Second Floor, Brooklyn, NY 11230.

JURISDICTION AND VENUE

3. This civil action arises under the patent laws of the United States, 35 U.S.C. §§ 271, *et seq.* This Court has jurisdiction of this civil action under 28 U.S.C. §§ 1331 and 1332.

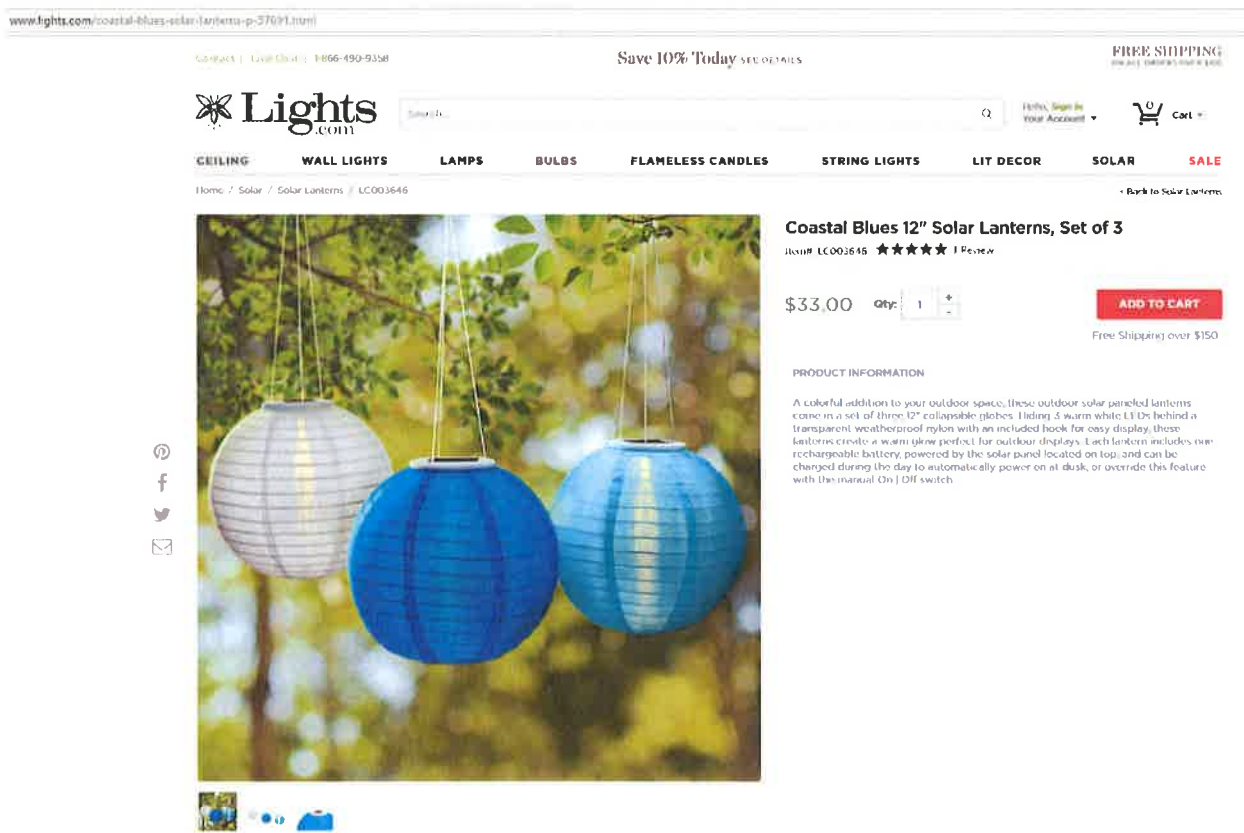
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4. Ambient has offered for sale or sold solar lanterns and other lighting fixtures in the United States, including in the Western District of Washington. Ambient operates an Internet site at lights.com in which it directs its sales efforts to customers nationally, including in the Western District of Washington. The lights.com website states that it offers free shipping to everywhere in the 48 contiguous United States. The lights.com website is an active site from which its products may be directly purchased using a shopping cart model. The accused solar lanterns have been offered for sale and/or sold nationwide using the shopping cart website, including in this district, as shown in the image below from the website at lights.com.



5. Venue with respect to Ambient is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) as well as under 28 U.S.C. § 1400(b) because Ambient resides in the Western District of Washington within the meaning of 28 U.S.C. § 1391(c). Ambient is doing business in this district, and has committed acts of infringement within this judicial district.

ALLSOP'S PATENTED PRODUCTS

6. Allsop has designed, engineered, developed, licensed or manufactured a wide variety of consumer products under its Allsop® brand, including a variety of solar powered collapsible decorative lanterns referred to as “Collapsible Lantern” products.

7. Allsop's Collapsible Lantern products are offered and sold in a wide variety of colors and shapes, and include (for example) the Soji Original solar lanterns shown below.

Soji Originals



Soji Solar Lantern - Blue



Soji Solar Lantern - Yellow



Soji Solar Lantern - Red



Soji Solar Lantern - Green

8. Allsop's Collapsible Lanterns have enjoyed commercial success, and have been sold throughout the United States and elsewhere.

9. Allsop is the owner of United States Patent No. 8,657,461 (hereinafter the “'461 Patent”) issued on February 25, 2014 and entitled “Solar-Powered Collapsible Lighting Apparatus.”

10. Allsop is also the owner of United States Patent No. 8,192,044 (hereinafter the “'044 Patent”) issued on June 5, 2012 and entitled “Solar-Powered Collapsible Lighting Apparatus.”

11. Allsop has marked its Collapsible Lanterns with the numbers of the '641 patent.

LIGHT.COM'S WRONGFUL CONDUCT

12. Ambient has made, imported, offered for sale, and/or sold Collapsible Lantern products that infringe Allsop's patent rights. The Ambient products are functionally identical to

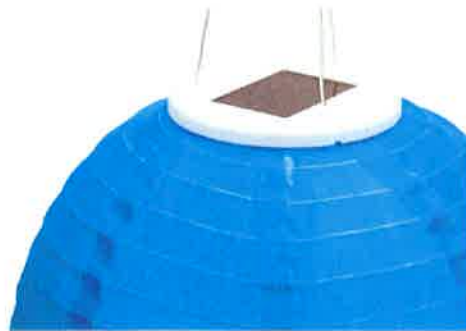
those made and sold by Allsop, and within the scope of one or more claims of the '461 patent and the '044 patent.

13. Exemplary Ambient Collapsible Lantern products are sold through lights.com under the item numbers LC003646, LC003647, LC003405, LLSR0003, LLSR0001, ALSLS31012, LLSR0002, ALS12WH. Discovery may reveal other models that also infringe the '461 patent.

14. An image of the exemplary model LC003646 Collapsible Lanterns is shown below, sold under the name "Coastal Blues 12" Solar Lanterns."



15. A partial close-up image of the product is shown below.



16. The accused Ambient Collapsible Lanterns include a lighting element assembly with LED lights serving as a lighting element, in which the LEDs extend below the assembly and into the collapsible shade. A housing receives a solar cell and battery, and is formed in two sections

1 secured together. The collapsible shade is attached, clamped between the two sections of the
2 housing, and supported by a collapsible wire frame.

3 17. Ambient has known that its Collapsible Lanterns infringe the above Allsop patents.
4 On March 8, 2017, counsel for Allsop wrote to Ambient to provide notice of the infringement.
5 Despite notice to Ambient and follow up correspondence thereafter, Ambient has continued to sell
6 its infringing Collapsible Lanterns with full knowledge of the patent and in reckless disregard of
7 the infringement.

8 **COUNT I: PATENT INFRINGEMENT, US PATENT 8,657,461**

9 18. Allsop repeats and realleges each and every allegation above.

10 19. Allsop is the owner of United States Patent No. 8,657,461, has sold products
11 embodying the claimed invention, and has marked its products with the '461 patent number.

12 20. Defendant Ambient has made, used, imported, offered for sale, and/or sold
13 Collapsible Lantern products that infringe Allsop's '461 patent.

14 21. Ambient has not been granted any license or authority from Allsop.

15 22. Ambient's above activities with respect to the accused Collapsible Lanterns
16 constitute direct infringement of the '461 Patent.

17 23. As a direct result of the infringing activity by Ambient, Allsop has suffered, and
18 will continue to suffer, damages in an amount to be established at trial. In addition, Allsop has
19 suffered, and continues to suffer, irreparable harm for which there is no adequate remedy at law.

20 24. The infringement by Ambient was with full knowledge of the Allsop patent, and
21 has continued despite that knowledge. Ambient's infringement is in willful disregard of Allsop's
22 patent rights.
23
24

25. Allsop is entitled to and therefore demands damages, costs and attorney's fees as allowable under 35 U.S.C. §§ 284 and 285, including a trebling of any award.

26. This is an exceptional case for purposes of awarding monetary damages, costs and attorney's fees.

COUNT II: PATENT INFRINGEMENT, US PATENT 8,192,044

27. Allsop repeats and realleges each and every allegation above.

28. Allsop is the owner of United States Patent No. 8,192,044, has sold products embodying the claimed invention.

29. Defendant Ambient has made, used, imported, offered for sale, and/or sold Collapsible Lantern products that infringe Allsop's '044 patent.

30. Ambient has not been granted any license or authority from Allsop.

31. Ambient's above activities with respect to the accused Collapsible Lanterns constitute direct infringement of the '044 Patent.

32. As a direct result of the infringing activity by Ambient, Allsop has suffered, and will continue to suffer, damages in an amount to be established at trial. In addition, Allsop has suffered, and continues to suffer, irreparable harm for which there is no adequate remedy at law.

33. The infringement by Ambient was with full knowledge of the Allsop patent, and has continued despite that knowledge. Ambient's infringement is in willful disregard of Allsop's patent rights.

34. Allsop is entitled to and therefore demands damages, costs and attorney's fees as allowable under 35 U.S.C. §§ 284 and 285, including a trebling of any award.

35. This is an exceptional case for purposes of awarding monetary damages, costs and attorney's fees.

REQUEST FOR RELIEF

Allsop requests the following alternative and cumulative relief:

(a) Judgment that Ambient has infringed United States Patent Nos. 8,657,461 and 8,192,044.

(b) That Ambient, its respective agents, servants, employees, attorneys, and all other persons in active concert or in participation with it, be preliminarily and permanently enjoined and restrained from importing, making, using, selling or offering to sell collapsible lighting products and any other products which infringe any claim of the asserted patents;

(c) That Ambient pay damages adequate to compensate Allsop for the infringement by the Ambient, and in no event less than a reasonable royalty for the use of the invention;

(d) That the damages award be trebled pursuant to 35 U.S.C. § 284;

(e) That Allsop be granted its reasonable attorneys' fees pursuant to 35 U.S.C. § 285 or other applicable laws;

(f) That Allsop be awarded prejudgment interest, postjudgment interest, and costs;

(g) That Ambient, its respective agents, servants, employees, attorneys, and all other persons in active concert or in participation with it, be ordered to produce all accused products for destruction and to file and serve a report in writing under oath setting forth in detail the manner and form in which Ambient has complied with this requirement; and


1 (h) For other and further relief as is provided by law and that this Court deems just and
2 proper.

3 **JURY DEMAND**

4 Allsop requests a jury trial.

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6
7 Respectfully submitted,

8 LOWE GRAHAM JONES^{PLLC}

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